

**Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge-Southern District of NY**

**June 16, 2009
Penfield NY 14526.**

I, Nickolas K. Tzimas, object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date).

I was involuntarily retired after 31 years of dedicated service, 21 years with General Motors and 10 years with Delphi with the promise of Medical and Life Insurance to age 65, \$10,000.00 upon age 65 to cover some of the Medicare Medical and drug expenses and if I sign by February 19, 2009 the "Delphi Corporation Separation Allowance Plan Release of Claims" I was going to receive 24 semi monthly installments commencing on May 15, 2009.

I signed the legal contract on January 7, 2009 and it was signed by the Delphi Corporation on February 19, 2009. I retired April 30, 2009.

On February 10, 2009 Delphi announced the elimination of Health Care and Life Insurance benefits for Salaried Retirees and their Spouses.

On February 12, 2009 I went to the Human Resources representative to cancel my agreement to retire due to the fact that I could not afford to self pay for the health and life insurance premiums, (\$1,028.00 per month), and I was told that I could not because I had signed the contract. However, even though Delphi Corporation has signed the same contract for my severance payments, now they are refusing to honor them.

I had planned to use my severance pay for the costly health and life insurance premiums for myself and my wife, for the next 3.5 years for me and next 8 years for my spouse.

I waived certain rights (Release of Claims) to receive severance and I have a valid/binding and legal contract and I expect it to be honored.

I hope you will very thoughtfully consider my objection to the above matter

**Sincerely

Nickolas Tzimas**